

**NAPLES RESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

April 18, 2023

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Naples Reserve Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

April 11, 2023

Board of Supervisors
Naples Reserve Community Development District

Dear Board Members:

The Board of Supervisors of the Naples Reserve Community Development District will hold a Special Meeting on April 18, 2023 at 10:00 a.m., at the Outrigger, 14891 Naples Reserve Drive, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Chair's Opening Remarks
4. Discussion/Consideration of Lot Encroachment [Miano Lot 63]
5. Discussion/Consideration of Lot Encroachment [Carr Lot 65]
6. Discussion/Consideration of Lot Encroachment [Ranallo Lot 70]
7. Discussion/Consideration of Lot Encroachment [Almy Lot 77]
8. Discussion: Fiscal Year 2024 Proposed Budget
9. Discussion/Consideration: FL GIS Solutions, LLC Professional Services Agreement
10. Other Business
11. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. Operations Manager: *Wrathell, Hunt and Associates, LLC*
 - Monthly Report
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Location

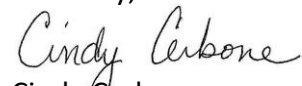
- NEXT MEETING DATE: May 4, 2023 at 10:30 AM
 - QUORUM CHECK

SEAT 1	CHARLENE HILL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	THOMAS MARQUARDT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DEBORAH LEE GODFREY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	GREGORY INEZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ANNA HARMON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

12. Public Comments
13. Supervisors' Requests
14. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,


Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 131 733 0895

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

4

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT (“Agreement”) is made as of this _____ day of _____ 2023, by and between Joseph Miano and MaryAnn Miano (“Owner”), the Naples Reserve Community Development District (“District”) and COLLIER COUNTY (“County”), hereinafter collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Joseph Miano and MaryAnn Miano are the current fee owners of that certain parcel of real property known as Lot 63, Parrot Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78 of the Public Records of Collier County, Florida, more specifically shown on Exhibit “A” (“Subject Property”); and

WHEREAS, as set forth in Plat Book 58, Pages 75 through 78, the County is record owner of certain non-exclusive Lake Maintenance Easement rights, a portion of which encumbers the Subject Property (“Easement Area”); and

WHEREAS, the Easement Area is managed and maintained by the Naples Reserve Community Development District; and

WHEREAS, Owner intends to construct and maintain a pool and spa, lanai cage, fire bowls, and lanai pavers, resulting in partial encroachments into the Easement Area, as shown on Exhibit “A” (“Encroachments”); and

WHEREAS, the County has no present objection to the continued use of the encroachments within the Easement Area, provided that Owner agrees to the terms and conditions set forth below; and

WHEREAS, the parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals, the sum on TEN DOLLARS (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the District hereby expressly consents to the Encroachments into the Easement Area depicted on Exhibit “A”.
2. Owner shall provide the County and the District whatever access they require to continue their non-exclusive easement rights.
3. The County agrees that until otherwise notified, Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit A.

The County and the District each retain the right, however, in each of their sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owner will do at its sole cost and expense within a reasonable time from receipt of such request.

4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County and the District harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Owner, their respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themselves, and their successors and assigns agrees to release and hold the County and the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County and/or the District, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.
5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owner's sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.
6. This Agreement shall be governed by the laws of the State of Florida.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month and year as first above written.

Witnesses (as to both):

OWNER:

Signature

Joseph Miano

Print Name

Signature

MaryAnn Miano

Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of Physical Presence this ____ day of _____, 2023, by Joseph Miano and MaryAnn Miano who () are personally known to me or have () produced _____ as identification.

(SEAL)

Notary Public/State of Florida

Name: _____

My Commission expires: _____

[Signature Page to Follow]

DISTRICT:

Naples Reserve Community
Development District

ATTEST:

By: _____
Secretary

By: _____
Chairman

Name: _____

Name: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

LEGAL DESCRIPTION

ALL OF LOT 63, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.

CONTAINING 11,332 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SYMBOLS LEGEND

- = SET 5/8" IRON ROD/CAP ABB LB 3664
- ⊗ = IRRIGATION VALVE
- ◇ = FIBER OPTIC HANDHOLE
- ⊕ = WATER METER
- ⊙ = FIRE HYDRANT
- ⊗ = WATER VALVE
- ⊙(BSP) = BACTERIAL SAMPLE POINT

NAPLES RESERVE RPUD ORDINANCE NO. 12-29

SINGLE FAMILY DETACHED
 MINIMUM FRONT YARD SETBACK: 20 FEET
 MINIMUM SIDE YARD SETBACK: 6 FEET
 MINIMUM REAR YARD SETBACK: 15 FEET
 MINIMUM PRESERVE SETBACK: 25 FEET
 MINIMUM SETBACK BETWEEN STRUCTURES: 12 FEET

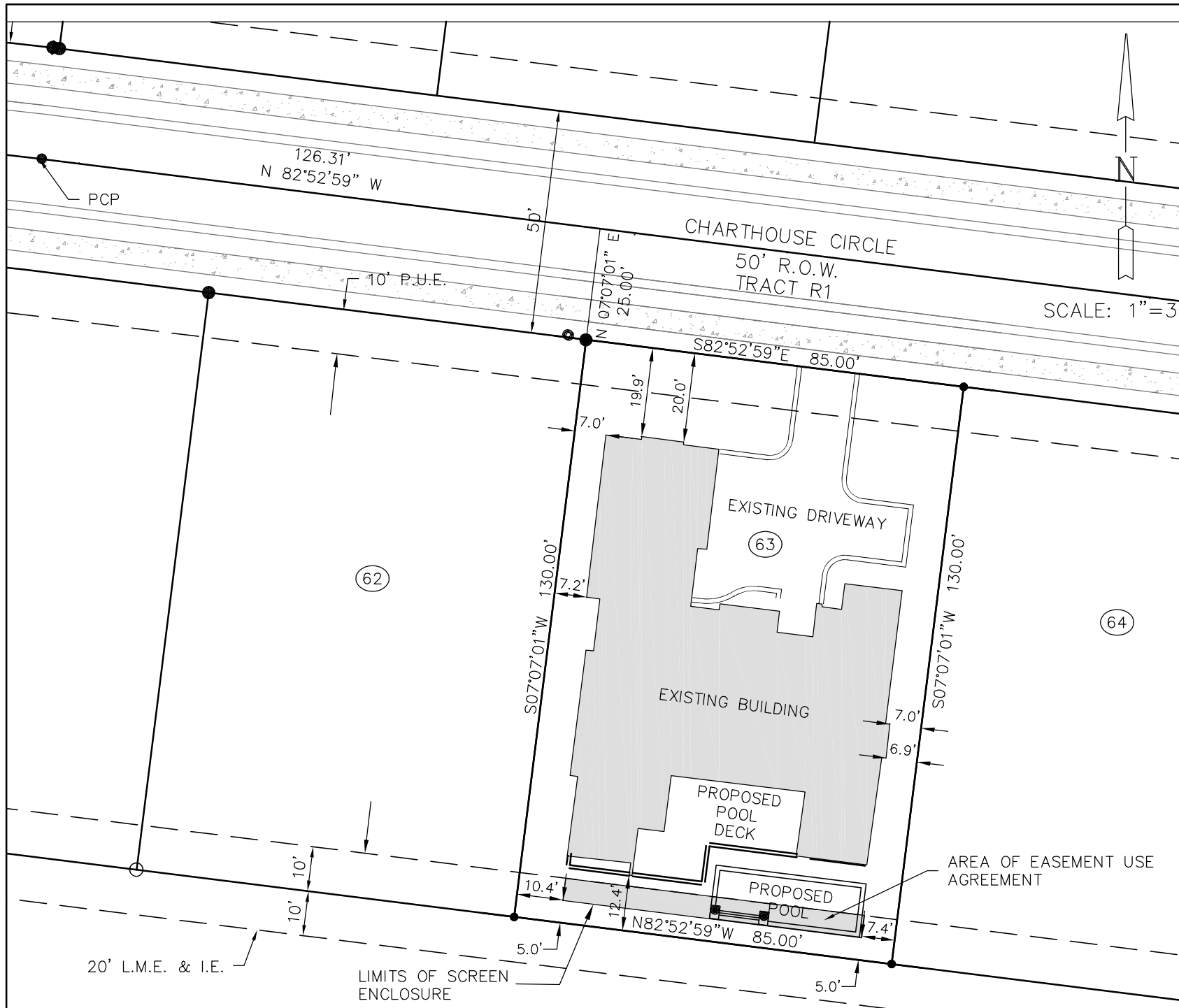
ACCESSORY STRUCTURES
 FRONT YARD SETBACK: 20 FEET
 SIDE YARD SETBACK: 6 FEET
 REAR (ATTACHED) SETBACK: 5 FEET
 REAR (DETACHED) SETBACK: 20 FEET
 PRESERVE SETBACK: 10 FEET
 DISTANCE BETWEEN STRUCTURES: 12 FEET

BOUNDARY SURVEY

for: JOSEPH & MARYANN MIANO		design: XXX
title: MAP OF BOUNDARY OF SURVEY OF LOT 63, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA		drawn: RW
		checked: WDA
		acad #: 11387-BS
		view: LIMITS
		project #: 15-0072
		sheet #: 1 of 2
		file #: 11367

bk: 1252	pg: 5-6	date: 27 FEB 2023
		scale: 1"=30'
		cogo #: 15-0072.CRD

AGNOLI BARBER & BRUNDAGE, INC.
 Professional Engineers, Planners, Land Surveyors & Landscape Architects
 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph.: (239)597-3111
 Certificate of Authorization Nos. LB 3664, EB 3664 & LC26000620 Fax: (239)566-2203



PREPARED FOR:
 JOSEPH & MARYANN MIANO
 WOODS, WEIDENMILLER, MICHETTI, RUDNICK & GALBRAITH, PA

NAPLES RESERVE RPUD ORDINANCE NO. 12-29

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DATE OF FIELD SURVEY 23 FEB. 2023

AGNOLI, BARBER & BRUNDAGE, INC.
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

ACCESSORY STRUCTURES
 FRONT YARD SETBACK: 20 FEET
 SIDE YARD SETBACK: 6 FEET
 REAR (ATTACHED) SETBACK: 5 FEET
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 PRESERVE SETBACK: 10 FEET
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BY _____

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____

THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

THIS BOUNDARY SURVEY IS CERTIFIED AS TO THE DATE OF FIELD SURVEY, NOT THE SIGNATURE DATE.

ABSTRACT NOT REVIEWED

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
3. CURVE DIMENSIONS ARE AS FOLLOWS:
 Δ = DELTA, R = RADIUS, A = ARCH, CH = CHORD, AND
 CHB = CHORD BEARING.
4. BEARINGS ARE BASED ON THE PLAT OF PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP-COMMUNITY NUMBER 120067, PANEL NUMBER 0616, SUFFIX H DATED OF FIRM INDEX 16 MAY, 2012, THE SUBJECT PROPERTY LIES IN ZONE AE , WITH A BASE FLOOD ELEVATION OF 7' ELEVATIONS BASED ON NAVD 88. DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
6. IMPROVEMENTS SHOWN ARE BOTH CONSTRUCTED AND PROPOSED AS INDICATED

BOUNDARY SURVEY

for: JOSEPH & MARYANN MIANO		design: XXX
title: MAP OF BOUNDARY OF SURVEY OF LOT 63, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA		drawn: RW
		checked: WDA
		acad #: 11367-BS
		view: LIMITS
		project #: 15-0072
		sheet #: 2 of 2
		file #: 11367

<p>AGNOLI BARBER & BRUNDAGE, INC.</p> <p>Professional Engineers, Planners, Land Surveyors & Landscape Architects 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph: (239)597-3111 Certificate of Authorization Nos. LB 3664 , EB 3664 & LC26000620 Fax: (239)566-2203</p>	bk: 1252	pg: 5-6	date: 27 FEB 2023
	scale: 1"=30'		
	cogo #: 15-0072.CRD		

Subject: PL20230002602, Miano Easement Use Agreement (EUA)
Date: Thursday, March 9, 2023 at 5:02:42 PM Eastern Standard Time
From: PerryDerek
To: Jeff Wright
CC: BermanMarcus
Attachments: [1776397] [1767349] DRAFT - Easement Use Agreement - CAO Revised.docx

Jeff: Please see the attached EUA for review and execution (to be brought to the BCC). Please confer with CDD district attorney/staff regarding review and getting it on their agenda, etc.

Derek D. Perry
Assistant County Attorney
(239) 252-8066

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

5

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT (“Agreement”) is made as of this _____ day of _____ 2023, by and between Brian D. Carr and Felita Y. Carr (“Owner”), the Naples Reserve Community Development District (“District”) and COLLIER COUNTY (“County”), hereinafter collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Brian D. Carr and Felita Y. Carr are the current fee owners of that certain parcel of real property known as Lot 65, Parrot Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78 of the Public Records of Collier County, Florida, more specifically shown on Exhibit “A” (“Subject Property”); and

WHEREAS, as set forth in Plat Book 58, Pages 75 through 78, the County is record owner of certain non-exclusive Lake Maintenance Easement rights, a portion of which encumbers the Subject Property (“Easement Area”); and

WHEREAS, the Easement Area is managed and maintained by the Naples Reserve Community Development District; and

WHEREAS, Owner has constructed a monolithic 3-sided concrete horizontal beam with reinforcing rebar, cast in one continuous pour along with three vertical columns with reinforcing rebar, supporting a covered lanai roof structure inclusive of engineered wood trusses, plywood sheathing, soffits and roof tile; and owner intends to construct and maintain a pool, spa, lanai pavers, and a screen cage enclosure, resulting in partial encroachment Easement Area, as shown on Exhibit “A” (“Encroachments”); and

WHEREAS, the County has no present objection to the proposed and existing encroachments within the Easement Area, provided that Owner agrees to the terms and conditions set forth below; and

WHEREAS, the Parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals, the sum on TEN DOLLARS (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the District hereby expressly consents to the Encroachments into the Easement Area depicted on Exhibit “A”.
2. Owner shall provide the County and the District whatever access they require to continue their non-exclusive easement rights.

3. The County agrees that until otherwise notified, Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit A. The County and the District each retain the right, however, in each of their sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owner will do at its sole cost and expense within a reasonable time from receipt of such request.
4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County and the District harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Owner, their respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themselves, and their successors and assigns agrees to release and hold the County and the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County and/or the District, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.
5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owner's sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.
6. This Agreement shall be governed by the laws of the State of Florida.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month and year as first above written.

Witnesses (as to both):

OWNER:

Signature

Brian D. Carr

Print Name

Signature

Felita Y. Carr

Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of Physical Presence this ____ day of _____, 2023, by Brian D. Carr and Felita Y. Carr who () are personally known to me or have () produced _____ as identification.

(SEAL)

Notary Public/State of Florida

Name: _____

My Commission expires: _____

[Signature Page to Follow]

DISTRICT:

Naples Reserve Community
Development District

ATTEST:

By: _____
Secretary

By: _____
Chairman

Name: _____

Name: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF LOT 65, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.
CONTAINING 11,332 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SYMBOLS LEGEND

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NAPLES RESERVE RPUD ORDINANCE NO. 12-29

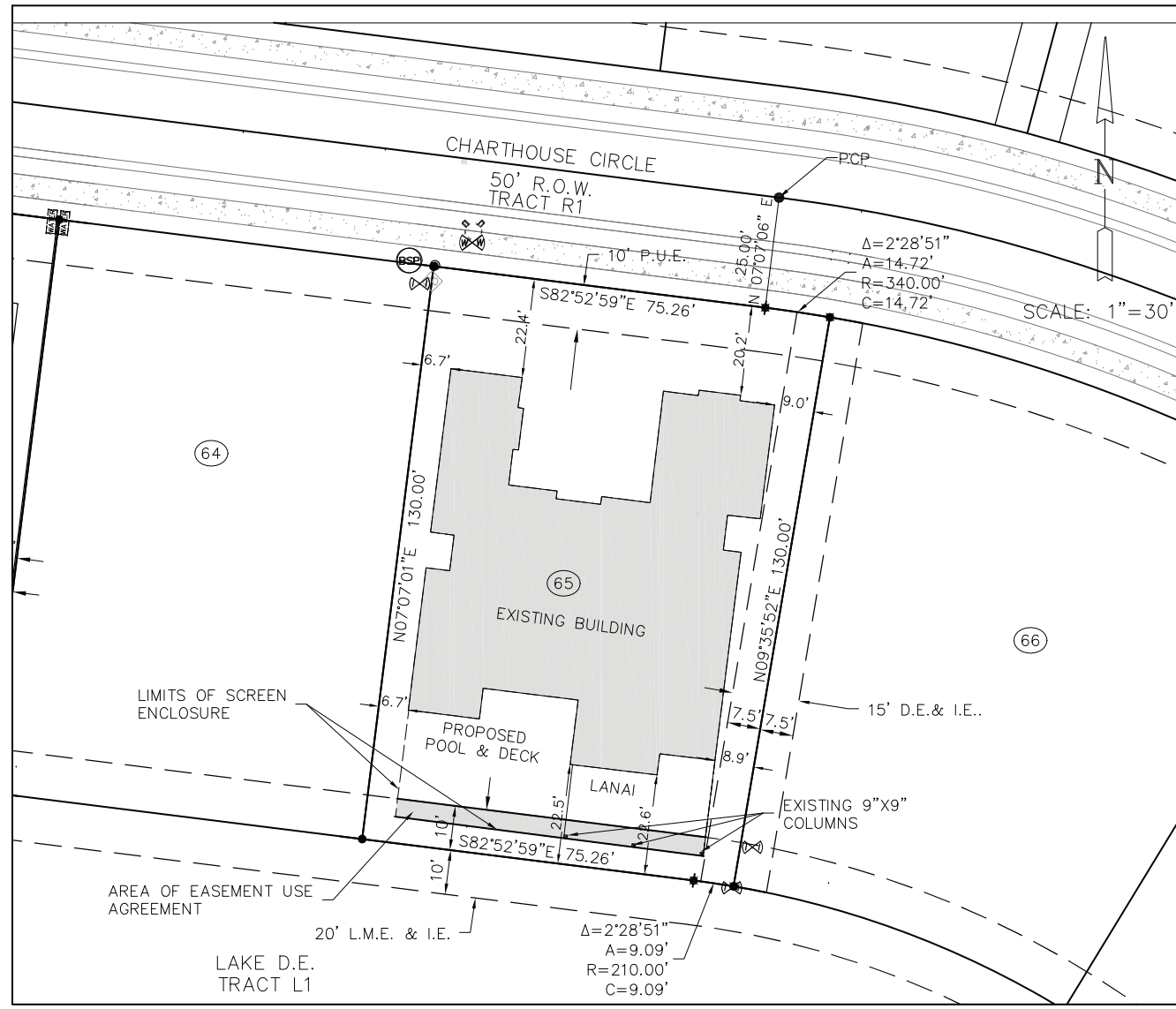
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REAR (DETACHED) SETBACK: 20 FEET
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BOUNDARY SURVEY

for:	BRIAN & FELITA CARR			design:	XXX
title:	MAP OF BOUNDARY OF SURVEY OF LOT 65, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA			drawn:	RW
				checked:	WDA
				acad #:	11367-BS
				view:	LIMITS
				project #:	15-0072
				sheet #:	1 of 2
				file #:	11367

	bk:	pg:	date:
	1252	5-6	03 MAR 2023
			scale:
			1"=30'
		cogo #:	
		15-0072.CRD	



PREPARED FOR: BRIAN AND FELITA CARR

NAPLES RESERVE RPUD ORDINANCE NO. 12-29

DATE OF FIELD SURVEY 23 FEB. 2023
 AGNOLI, BARBER & BRUNDAGE, INC. PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

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 MINIMUM SETBACK BETWEEN STRUCTURES: 12 FEET

BY **Wayne D. Agnoli, R. S. M.**
Digitally signed by Wayne D. Agnoli, R. S. M.
 DN: E=agnoliw@abbinc.com, CN="Wayne D. Agnoli, R. S. M.",
 O="Agnoli, Barber & Brundage, Inc.", L=Naples, S=Florida, C=US
 Date: 2023.03.02 10:02:32-0500

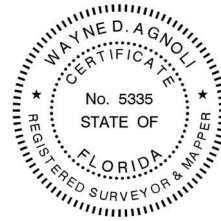
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WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____

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THIS BOUNDARY SURVEY IS CERTIFIED AS TO THE DATE OF FIELD SURVEY, NOT THE SIGNATURE DATE.

ABSTRACT NOT REVIEWED



GENERAL NOTES:

- DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- R.O.W. = RIGHT-OF-WAY.
 D.E. = DRAINAGE EASEMENT
 P.U.E = PUBLIC USE EASEMENT
 I.E. = IRRIGATION EASEMENT
 L.M.E. = LAKE MAINTENANCE EASEMENT
- CURVE DIMENSIONS ARE AS FOLLOWS:
 Δ = DELTA, R = RADIUS, A = ARCH, CH = CHORD, AND
 CHB = CHORD BEARING.
- BEARINGS ARE BASED ON THE PLAT OF PARROT CAY,
 AS RECORDED IN PLAT BOOK 58, PAGES 75-78,
 PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD
 INSURANCE RATE MAP-COMMUNITY NUMBER 120067, PANEL NUMBER
 0616, SUFFIX H DATED OF FIRM INDEX
 16 MAY, 2012, THE SUBJECT PROPERTY LIES IN ZONE AE , WITH A
 BASE FLOOD ELEVATION OF 7' ELEVATIONS BASED ON NAVD 88.
 DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE
 NOTED.
- IMPROVEMENTS SHOWN ARE BOTH CONSTRUCTED AND PROPOSED AS INDICATED

BOUNDARY SURVEY

for:	BRIAN & FELITA CARR			design:	XXX
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				checked:	WDA
				acad #:	11367-BS
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				file #:	11367

	bk:	pg:	date:
	1252	5-6	03 MAR 2023
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			1"=30'
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Professional Engineers, Planners, Land Surveyors & Landscape Architects
 7400 Trill Blvd., Suite 200, Naples, FL 34108 Ph: (239)687-3111
 Certificate of Authorization Nos. LB 3664 , EB 3664 & LC28000620 Fax: (239)666-2203



March 24, 2023

Jeff Wright - Henderson, Franklin, Starnes & Holt, P.A.
8889 Pelican Bay Blvd. - Suite 400
Naples, FL 34108

EMAIL - jeff.wright@henlaw.com

RE: Easement Use Agreements
PL20220008520
Carr Easement Use Agreement (EUA)

Dear Applicant:

The following comments are provided to you regarding the above referenced project. If you have questions, please contact the appropriate staff member who conducted the review. The project will retain a "HOLD" status until all comments are satisfied.

The following comments need to be addressed as noted:

Rejected Review: County Attorney Review

Reviewed By: Derek Perry

Email: Derek.Perry@colliercountyfl.gov Phone #: (239) 252-8066

Correction Comment 1:

Miscellaneous Corrections: Please see the included (attached in CityView portal) draft Easement Use Agreement for review and execution. Please set up a post-review meeting with staff and CAO to discuss resolving issues and moving forward with the application.

REV2: "Major" structure Easement Use Agreements historically are three party agreements with the maintaining entity, homeowner, and County. Please resolve accordingly.

Rejected Review: Engineering Surveyor Review

Reviewed By: Marcus Berman

Email: marcus.berman@colliercountyfl.gov Phone #: (239) 252-6885

Correction Comment 4:

Please submit an approval email or letter of no objection from the Collier County Stormwater Management/Capital Project Planning Division. Please contact Richard Orth. 239-582-5092. Richard.Orth@colliercountyfl.gov.

Correction Comment 6:

And once approved by staff, I will notify you to submit 2 originals of Exhibit A, signed with raised seal for recording.

Correction Comment 7:

Please provide a letter of no objection from the Naples Reserve Community Development District.

Correction Comment 8:

Exhibit A: Please show a dimension of how much of the screened pool & deck is encroaching into the easement, and revise the title in the title block to "Map of Boundary Survey of Lot 65.

The following comments are informational and/or may include stipulations:

- **Please resubmit through the CityView portal or contact the Business Center's Client Services team at 239-252-2400 for assistance.**
- **When addressing review comments, please provide a cover letter outlining your response to each comment. Include a response to completed reviews with stipulations.**
- **Should the applicant desire to schedule a Post Review Project Meeting to help facilitate resolution of any outstanding issues, please schedule through the assigned Planner.**
- **Pursuant to FS 125.022, should the project receive a third request for additional information, staff requests that the applicant provide written acknowledgement with the resubmittal to waive the regulation that restricts the County from requesting additional information. Projects that do not include such written acknowledgement and that fail to address any outstanding review items with the 4th submittal will be denied/recommended for denial.**
- **Please be advised that Sections 10.02.03.H.1, and 10.02.04.B.3.c require that a re-submittal must be made within 270 days of this letter.**

If you have any questions, please contact me at (239) 252-6885.

Sincerely,

Marcus Berman
County Surveyor
Growth Management Department

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

6

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT (“Agreement”) is made as of this _____ day of _____ 2023, by and between Patricia A. Ranallo (“Owner”), the Naples Reserve Community Development District (“District”) and COLLIER COUNTY (“County”), hereinafter collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Patricia A. Ranallo is the current fee owner of that certain parcel of real property known as Parrot Cay, Lot 70, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78 of the Public Records of Collier County, Florida, more specifically shown on Exhibit “A” (“Subject Property”); and

WHEREAS, as set forth in Plat Book 58, Pages 75 through 78, the County is record owner of certain non-exclusive Lake Maintenance Easement rights, a portion of which encumbers the Subject Property (“Easement Area”); and

WHEREAS, the Easement Area is managed and maintained by the Naples Reserve Community Development District; and

WHEREAS, Owner has constructed a pool, and intends to construct and maintain a spa, lanai pavers, and a screened enclosure on the Subject Property, resulting in partial encroachment into the Easement Area, as shown on Exhibit “A” (“Encroachments”); and

WHEREAS, the County has no present objection to the existing and proposed encroachments within the Easement Area, provided that Owner agrees to the terms and conditions set forth below; and

WHEREAS, the parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals, the sum on TEN DOLLARS (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the District hereby expressly consents to the Encroachments into the Easement Area depicted on Exhibit “A”.
2. Owner shall provide the County and the District whatever access they require to continue their non-exclusive easement rights.
3. The County agrees that until otherwise notified, Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit A.

The County and the District each retain the right, however, in each of their sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owner will do at its sole cost and expense within a reasonable time from receipt of such request.

4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County and the District harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Owner, their respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themselves, and their successors and assigns agrees to release and hold the County and the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County and/or the District, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.
5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owner's sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.
6. This Agreement shall be governed by the laws of the State of Florida.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month and year as first above written.

Witnesses (as to both):

OWNER:

Signature

Patricia A. Ranallo

Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of Physical Presence this _____ day of _____, 2023, by Patricia A. Ranallo who () is personally known to me or has () produced _____ as identification.

(SEAL)

Notary Public/State of Florida

Name: _____

My Commission expires: _____

[Signature Page to Follow]

DISTRICT:

Naples Reserve Community
Development District

ATTEST:

By: _____
Secretary

By: _____
Chairman

Name: _____

Name: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

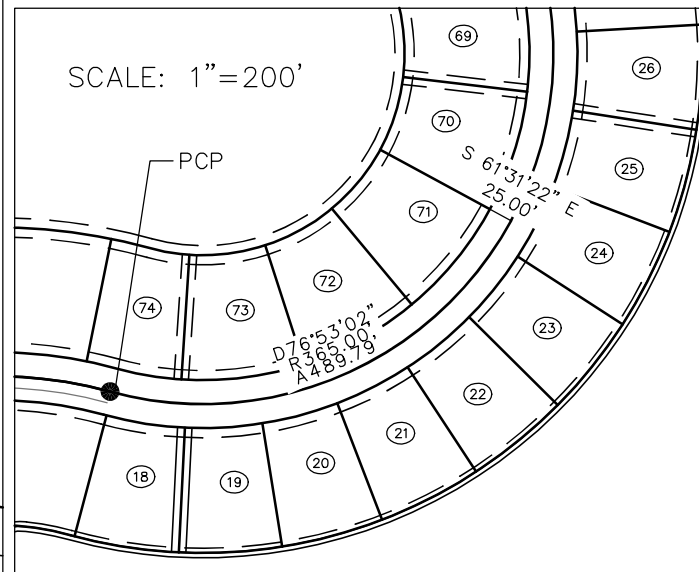
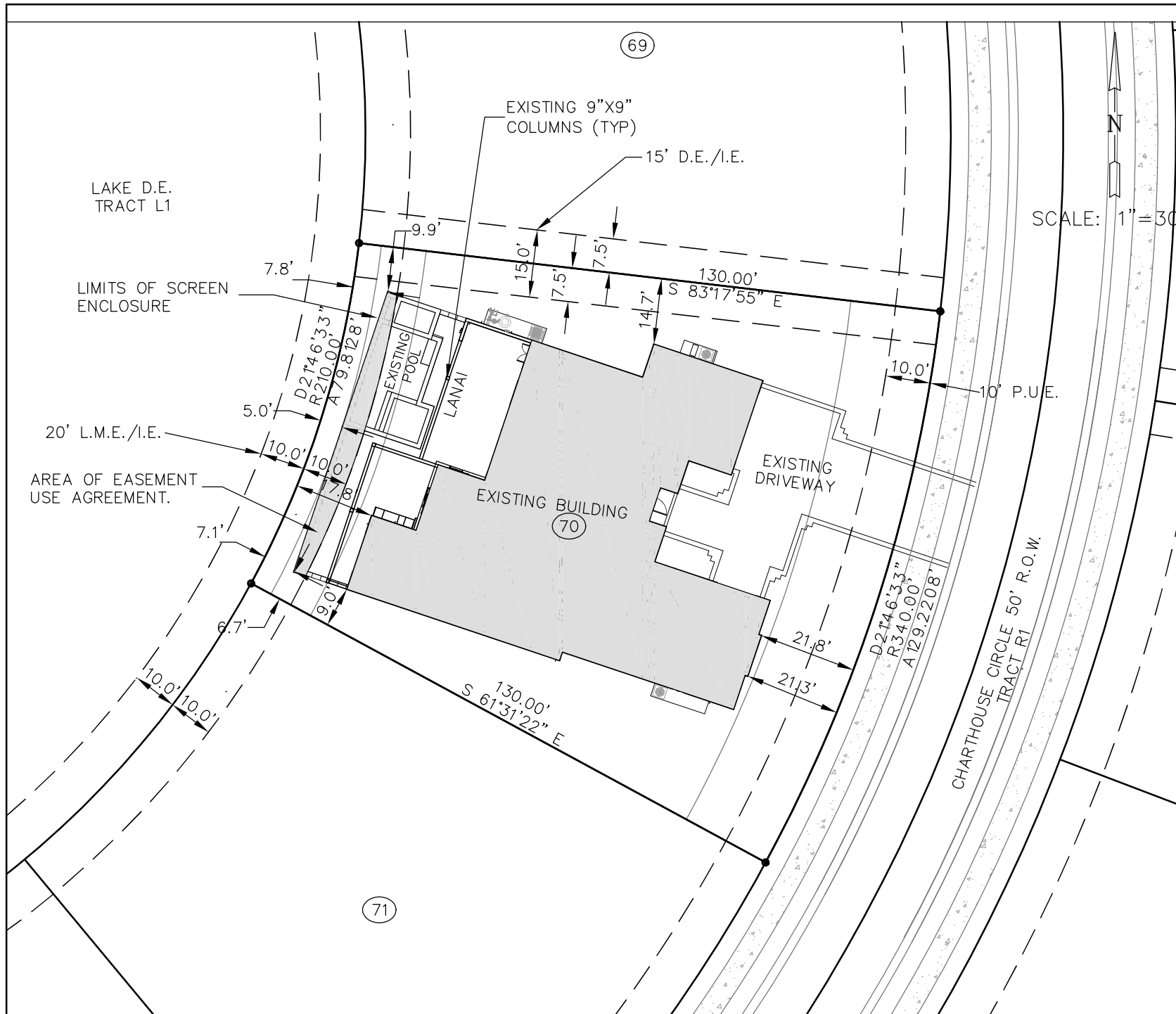
Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney



LEGAL DESCRIPTION

ALL OF LOT 70, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.
 CONTAINING 13,587 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BOUNDARY SURVEY

for:	PATRICKA RANALLO		design:	XXX
title:	MAP OF BOUNDARY OF SURVEY OF LOT 70, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA		drawn:	RW
			checked:	WDA
			acad #:	11367-BS
			view:	LIMITS
			project #:	15-0072
			sheet #:	1 of 2
			file #:	11367

bk:	pg:	date:
1252	5-6	27 FEB 2023
		scale:
		1"=30'
		cogo #:
		15-0072.CRD

AGNOLI BARBER & BRUNDAGE, INC.
 Professional Engineers, Planners, Land Surveyors & Landscape Architects
 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph.: (239)597-3111
 Certificate of Authorization Nos. LB 3664, EB 3664 & LC26000620 Fax: (239)566-2203

PREPARED FOR:
 PATRICKIA RANALLO
 WOODS, WEIDENMILLER, MICHETTI, RUDNICK & GALBRAITH, PA

NAPLES RESERVE RPUD ORDINANCE NO. 12-29

SINGLE FAMILY DETACHED
 MINIMUM FRONT YARD SETBACK: 20 FEET
 MINIMUM SIDE YARD SETBACK: 6 FEET
 MINIMUM REAR YARD SETBACK: 15 FEET
 MINIMUM PRESERVE SETBACK: 25 FEET
 MINIMUM SETBACK BETWEEN STRUCTURES: 12 FEET

DATE OF FIELD SURVEY 23 FEB. 2023
 AGNOLI, BARBER & BRUNDAGE, INC. PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

ACCESSORY STRUCTURES
 FRONT YARD SETBACK: 20 FEET
 SIDE YARD SETBACK: 6 FEET
 REAR (ATTACHED) SETBACK: 5 FEET
 REAR (DETACHED) SETBACK: 20 FEET
 PRESERVE SETBACK: 10 FEET
 DISTANCE BETWEEN STRUCTURES: 12 FEET

BY _____

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____

THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

THIS BOUNDARY SURVEY IS CERTIFIED AS TO THE DATE OF FIELD SURVEY, NOT THE SIGNATURE DATE.

ABSTRACT NOT REVIEWED


GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
 D.E. = DRAINAGE EASEMENT
 P.U.E = PUBLIC USE EASEMENT
 I.E. = IRRIGATION EASEMENT
 L.M.E. = LAKE MAINTENANCE EASEMENT
3. CURVE DIMENSIONS ARE AS FOLLOWS:
 Δ = DELTA, R = RADIUS, A = ARCH, CH = CHORD, AND
 CHB = CHORD BEARING.
4. BEARINGS ARE BASED ON THE PLAT OF PARROT CAY,
 AS RECORDED IN PLAT BOOK 58, PAGES 75-78,
 PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD
 INSURANCE RATE MAP-COMMUNITY NUMBER 120067, PANEL NUMBER
 0616, SUFFIX H DATED OF FIRM INDEX
 16 MAY, 2012, THE SUBJECT PROPERTY LIES IN ZONE AE , WITH A
 BASE FLOOD ELEVATION OF 7' ELEVATIONS BASED ON NAVD 88.
 DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE
 NOTED.
6. IMPROVEMENTS SHOWN ARE BOTH CONSTRUCTED AND PROPOSED AS INDICATED

BOUNDARY SURVEY

for: PATRICKIA RANALLO		design: XXX
title: MAP OF BOUNDARY OF SURVEY OF LOT 70, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA		drawn: RW
		checked: WDA
		acad #: 11367-BS
		view: LIMITS
		project #: 15-0072
		sheet #: 2 of 2
		file #: 11367

bk: 1252	pg: 5-6	date: 27 FEB 2023
		scale: 1"=30'
		cogo #: 15-0072.CRD



AGNOLI
 BARBER &
 BRUNDAGE, INC.
 Professional Engineers, Planners, Land Surveyors & Landscape Architects
 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph.: (239)597-3111
 Certificate of Authorization Nos. LB 3664 , EB 3664 & LC26000620 Fax: (239)566-2203



March 14, 2023

Jeff Wright - Henderson, Franklin, Starnes & Holt, P.A.
8889 Pelican Bay Blvd.
Suite 400
Naples, FL 34108

EMAIL - jeff.wright@henlaw.com

RE: Easement Use Agreements
PL20230001525
Ranallo Easement Use Agreement (EUA)

Dear Applicant:

The following comments are provided to you regarding the above referenced project. If you have questions, please contact the appropriate staff member who conducted the review. The project will retain a "HOLD" status until all comments are satisfied.

The following comments need to be addressed as noted:

Rejected Review: County Attorney Review

Reviewed By: Derek Perry

Email: Derek.Perry@colliercountyfl.gov Phone #: (239) 252-8066

Correction Comment 1:

Miscellaneous Corrections: Please address staff concerns. Please provide a major EUA based on other EUAs that applicant agent is working on. Please continue EUA template language discussion with County Attorney's Office. Substantive review to commence at second submittal.

Rejected Review: Engineering Surveyor Review

Reviewed By: Marcus Berman

Email: marcus.berman@colliercountyfl.gov Phone #: (239) 252-6885

Correction Comment 1:

Please provide a Property Ownership Disclosure Form, using the County's standard form.

Correction Comment 2:

Please submit an approval email or letter of no objection from the Collier County Stormwater Management/Capital Project Planning Division. Please contact Richard Orth. 239-582-5092. Richard.Orth@colliercountyfl.gov.

Correction Comment 3:

Exhibit A:

Please remove the words "Vacated and I.E." from the legal description.

Please recheck the curve information in the curve table and legal description as something is wrong.

Does the existing pool deck have a screened cage over it or will have in the future.
Drawing should be a Boundary Survey as per the application.

Correction Comment 4:

And once approved by staff, I will notify you to submit 2 originals of Exhibit A, signed with raised seal for recording.

Correction Comment 5:

Please provide a letter of no objection from the Naples Reserve Community Development District.

Rejected Review: Engineering Stormwater Review

Reviewed By: Brett Rosenblum

Email: brett.rosenblum@colliercountyfl.gov Phone #: (239) 252-2905

Correction Comment 1:

Rev 1 - Per Resolution No. 2021-243, provide a letter of no objection from the Collier County Stormwater Management/Capital Project Planning Division. Please contact Richard Orth (Richard.Orth@colliercountyfl.gov, 239-252-5092), Daniel Roman (Daniel.Roman@colliercountyfl.gov, 239-252-6214) or send an email to stormwatermanagement@colliercountyfl.gov.

The following comments are informational and/or may include stipulations:

- **Please resubmit through the CityView portal or contact the Business Center's Client Services team at 239-252-2400 for assistance.**
- **When addressing review comments, please provide a cover letter outlining your response to each comment. Include a response to completed reviews with stipulations.**
- **Should the applicant desire to schedule a Post Review Project Meeting to help facilitate resolution of any outstanding issues, please schedule through the assigned Planner.**
- **Pursuant to FS 125.022, should the project receive a third request for additional information, staff requests that the applicant provide written acknowledgement with the resubmittal to waive the regulation that restricts the County from requesting additional information. Projects that do not include such written acknowledgement and that fail to address any outstanding review items with the 4th submittal will be denied/recommended for denial.**
- **Please be advised that Sections 10.02.03.H.1, and 10.02.04.B.3.c require that a re-submittal must be made within 270 days of this letter.**

If you have any questions, please contact me at (239) 252-6885.

Sincerely,

Marcus Berman
County Surveyor
Growth Management Department

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

7

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT (“Agreement”) is made as of this _____ day of _____ 2023, by and between Sean P. Almy and Samantha J. Almy (“Owner”), the Naples Reserve Community Development District (“District”) and COLLIER COUNTY (“County”), hereinafter collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Sean P. Almy and Samantha J. Almy are the current fee owners of that certain parcel of real property known as Lot 77, Parrott Cay, according to the plat thereof as recorded in Plat Book 58, Pages 75 through 78 of the Public Records of Collier County, Florida, more specifically shown on Exhibit “A” (“Subject Property”); and

WHEREAS, as set forth in Plat Book 58, Pages 75 through 78, the County is record owner of certain non-exclusive Lake Maintenance Easement rights, a portion of which encumbers the Subject Property (“Easement Area”); and

WHEREAS, the Easement Area is managed and maintained by the Naples Reserve Community Development District; and

WHEREAS, Owner intends to construct and maintain a pool & spa, lanai cage, and lanai pavers on the Subject Property, resulting in partial encroachment into the Easement Area, as shown on Exhibit “A” (“Encroachments”); and

WHEREAS, the County has no present objection to the continued use of the encroachments within the Easement Area, provided that Owner agrees to the terms and conditions set forth below. The owners purchased the home in 2021 with the Encroachments in place; and

WHEREAS, the parties to this Agreement have reached certain understandings with regard to the Encroachments and now desire to set forth their understanding in writing for recordation.

NOW THEREFORE, for and in consideration of the Recitals, the sum on TEN DOLLARS (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. The County and the District hereby expressly consents to the Encroachments into the Easement Area depicted on Exhibit “A”.
2. Owner shall provide the County and the District whatever access they require to continue their non-exclusive easement rights.

3. The County agrees that until otherwise notified, Owner may continue the use of the Encroachments within the Easement Area, to the extent shown on Exhibit A. The County and the District each retain the right, however, in each of their sole discretion, to demand by written request that the Encroachments be removed from the Easement Area, which Owner will do at its sole cost and expense within a reasonable time from receipt of such request.
4. Owner agrees for themselves and successors and assigns that they shall release, indemnify and hold the County and the District harmless for and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the District or Owner, their respective contractors, agents, employees or invitees at any time while the Encroachments remain within the Easement Area. Further, Owner for themselves, and their successors and assigns agrees to release and hold the County and the District harmless from and against any and all obligations, claims, liabilities, expenses and/or fees (including reasonable attorney's fees and court costs) including personal injury or property damage arising out of the use of the Easement Area by the County and/or the District, including but not limited to, damage which may occur to the Encroachments during the normal operation, maintenance, repair and/or replacement, as applicable, of the Easement Area and/or the improvements and/or the infrastructure, which may now or in the future be located within the Easement Area.
5. This Easement Use Agreement shall be recorded in the Public Records of Collier County, Florida, at Owner's sole cost and expense. This Agreement is intended to bind the Parties, together with their respective successors, assigns and heirs.
6. This Agreement shall be governed by the laws of the State of Florida.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Use Agreement to be executed as of the day, month and year as first above written.

Witnesses (as to both):

OWNER:

Signature

Sean P. Almy

Print Name

Signature

Samantha J. Almy

Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Easement Use Agreement was acknowledged before me by means of Physical Presence this ____ day of _____, 2023, by Sean P. Almy and Samantha J. Almy who () are personally known to me or have () produced _____ as identification.

(SEAL)

Notary Public/State of Florida

Name: _____

My Commission expires: _____

[Signature Page to Follow]

DISTRICT:

Naples Reserve Community
Development District

ATTEST:

By: _____
Secretary

By: _____
Chairman

Name: _____

Name: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:

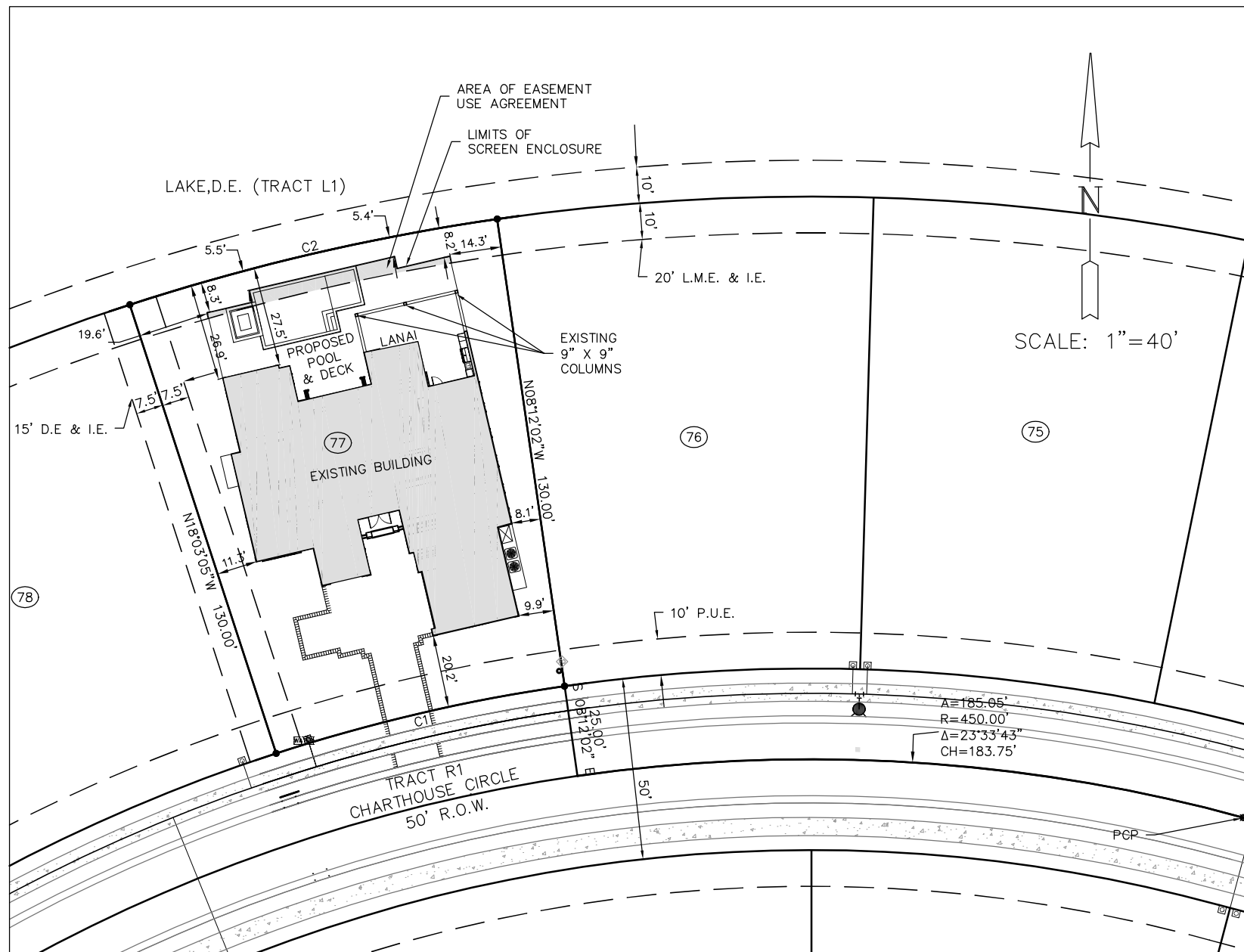
Crystal K. Kinzel, Clerk of the
Circuit Court & Comptroller

By: _____
, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Derek D. Perry
Assistant County Attorney



LEGAL DESCRIPTION

ALL OF LOT 77, PARROT CAY, AS RECORDED IN PLAT BOOK 58, PAGES 75-78, PUBLIC RECORDS, COLLIER COUNTY, FLORIDA.

CONTAINING 12,069 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SYMBOLS LEGEND

- = SET 5/8" IRON ROD/CAP ABB LB 3664
- ◊ = FIBER OPTIC HANDHOLE
- ⊙ = CLEAN OUT
- ⊠ = WATER METER

NAPLES RESERVE RPUD ORDINANCE NO. 12-29

SINGLE FAMILY DETACHED
 MINIMUM FRONT YARD SETBACK: 20 FEET
 MINIMUM SIDE YARD SETBACK: 6 FEET
 MINIMUM REAR YARD SETBACK: 15 FEET
 MINIMUM PRESERVE SETBACK: 25 FEET
 MINIMUM SETBACK BETWEEN STRUCTURES: 12 FEET

ACCESSORY STRUCTURES
 FRONT YARD SETBACK: 20 FEET
 SIDE YARD SETBACK: 6 FEET
 REAR (ATTACHED) SETBACK: 5 FEET
 REAR (DETACHED) SETBACK: 20 FEET
 PRESERVE SETBACK: 10 FEET
 DISTANCE BETWEEN STRUCTURES: 12 FEET

BOUNDARY SURVEY

for: **SEAN & SAMANTHA ALMY**
 title: **MAP OF BOUNDARY OF SURVEY OF LOT 77, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA**

design: **XXX**
 drawn: **RW**
 checked: **WDA**
 acad #: **11387-BS**
 view: **LIMITS**
 project #: **15-0072**
 sheet #: **1 of 2**



bk:	pg:	date:
1252	5-6	27 FEB 2023
		scale:
		1"=30'
		cogo #:
		15-0072.CRD

Professional Engineers, Planners, Land Surveyors & Landscape Architects
 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph.: (239)597-3111
 Certificate of Authorization Nos. LB 3664, EB 3664 & LC26000620 Fax: (239)566-2203

file #: **11367**

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	475.00'	9°51'03"	81.67'	81.57'	N76°52'26"E
C2	605.00'	9°51'03"	104.02'	103.89'	N76°52'26"E

PREPARED FOR:

SEAN AND SAMANTHA ALMY

DATE OF FIELD SURVEY 23 FEB. 2023

AGNOLI, BARBER & BRUNDAGE, INC. PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____

WAYNE D. AGNOLI, R.S.M. NO. 5335 DATE _____

THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

THIS BOUNDARY SURVEY IS CERTIFIED AS TO THE DATE OF FIELD SURVEY, NOT THE SIGNATURE DATE.

ABSTRACT NOT REVIEWED

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. R.O.W. = RIGHT-OF-WAY.
D.E. = DRAINAGE EASEMENT
P.U.E= PUBLIC USE EASEMENT
I.E. = IRRIGATION EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
3. CURVE DIMENSIONS ARE AS FOLLOWS:
 Δ = DELTA, R = RADIUS, A = ARCH, CH = CHORD, AND
 CHB = CHORD BEARING.
4. BEARINGS ARE BASED ON THE PLAT OF PARROT CAY,
AS RECORDED IN PLAT BOOK 58, PAGES 75-78,
PUBLIC RECORDS OF COLLIER, COUNTY, FLORIDA.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD
INSURANCE RATE MAP-COMMUNITY NUMBER 120067, PANEL NUMBER
0616, SUFFIX H DATED OF FIRM INDEX
16 MAY, 2012, THE SUBJECT PROPERTY LIES IN ZONE AE , WITH A
BASE FLOOD ELEVATION OF 7' ELEVATIONS BASED ON NAVD 88.
DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE
NOTED.
6. IMPROVEMENTS SHOWN ARE BOTH CONSTRUCTED AND PROPOSED AS INDICATED

BOUNDARY SURVEY

for: SEAN AND SAMANTHA ALMY		design: XXX
title: MAP OF BOUNDARY OF SURVEY OF LOT 77, PARROT CAY PLAT BOOK 58 & PAGE 75-78 COLLIER COUNTY, FLORIDA		drawn: RW
		checked: WDA
		acad #: 11367-BS
		view: LIMITS
		project #: 15-0072
		sheet #: 2 of 2
		file #: 11367

<p>AGNOLI BARBER & BRUNDAGE, INC.</p> <p>Professional Engineers, Planners, Land Surveyors & Landscape Architects 7400 Trail Blvd., Suite 200, Naples, FL 34108 Ph.: (239)597-3111 Certificate of Authorization Nos. LB 3664 , EB 3664 & LC26000620 Fax: (239)566-2203</p>	bk: 1252	pg: 5-6	date: 27 FEB 2023
	scale: 1"=30'		cogo #: 15-0072.CRD



March 27, 2023

Sean Almy
14219 Charthouse CIR
Naples, FL 34114

EMAIL - ND_Seal@msn.com

RE: Easement Use Agreements
PL20230003598
Almy Pool, Outdoor Area & Easement Use Agreement (EUA)

Dear Applicant:

The following comments are provided to you regarding the above referenced project. If you have questions, please contact the appropriate staff member who conducted the review. The project will retain a "HOLD" status until all comments are satisfied.

The following comments need to be addressed as noted:

Rejected Review: County Attorney Review
Reviewed By: Derek Perry
Email: Derek.Perry@colliercountyfl.gov Phone #: (239) 252-8066

Correction Comment 1:

Miscellaneous Corrections: Please submit a three-party EUA that applicant agent Jeff Wright has on file. Please address staff concerns. Please coordinate with the County Attorney's Office as needed. Substantive review to commence at second submittal.

Rejected Review: Engineering Surveyor Review
Reviewed By: Marcus Berman
Email: marcus.berman@colliercountyfl.gov Phone #: (239) 252-6885

Correction Comment 1:

As directed by County Administration and the County Attorney's Office, because there is no existing encroachment, an Easement Use Agreement (EUA) cannot be approved.

Below are my review comments on what was submitted.

Correction Comment 2:

Exhibit A:

Drawing should be a Boundary Survey as per the application. I do not need a sk/desc of the encroachment.

Show the limits of the screen enclosure and show dimensions to the encroachment of how much it's into the 20' LME.

Does the existing pool deck have a screened cage over it and does the water's edge of the

pool/spa encroach into the L.M.E.

Correction Comment 3:

Once Exhibit A is approved by staff, I will notify you to submit 2 originals, signed with raised seal for recording.

Correction Comment 4:

Please provide a letter of no objection from the Naples Reserve Community Development District.

Correction Comment 5:

Please submit an approval email or letter of no objection from the Collier County Stormwater Management/Capital Project Planning Division. Please contact Richard Orth. 239-582-5092. Richard.Orth@colliercountyfl.gov.

Rejected Review: Engineering Stormwater Review

Reviewed By: Brett Rosenblum

Email: brett.rosenblum@colliercountyfl.gov Phone #: (239) 252-2905

Correction Comment 1:

Rev 1 - Per Resolution No. 2021-243, provide a letter of no objection from the Collier County Stormwater Management/Capital Project Planning Division. Please contact Richard Orth (Richard.Orth@colliercountyfl.gov, 239-252-5092), Daniel Roman (Daniel.Roman@colliercountyfl.gov, 239-252-6214) or send an email to stormwatermanagement@colliercountyfl.gov.

The following comments are informational and/or may include stipulations:

- **Please resubmit through the CityView portal or contact the Business Center's Client Services team at 239-252-2400 for assistance.**
- **When addressing review comments, please provide a cover letter outlining your response to each comment. Include a response to completed reviews with stipulations.**
- **Should the applicant desire to schedule a Post Review Project Meeting to help facilitate resolution of any outstanding issues, please schedule through the assigned Planner.**
- **Pursuant to FS 125.022, should the project receive a third request for additional information, staff requests that the applicant provide written acknowledgement with the resubmittal to waive the regulation that restricts the County from requesting additional information. Projects that do not include such written acknowledgement and that fail to address any outstanding review items with the 4th submittal will be denied/recommended for denial.**
- **Please be advised that Sections 10.02.03.H.1, and 10.02.04.B.3.c require that a re-submittal must be made within 270 days of this letter.**

If you have any questions, please contact me at (239) 252-6885.

Sincerely,

Marcus Berman
County Surveyor
Growth Management Department

**NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT**

9



Mr. Shane Willis
Naples Reserve Community Development District
c/o Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**RE: Professional Services Agreement between FL GIS Solutions, LLC and
Naples Reserve Community Development District**

Dear Shane:

We at FL GIS Solutions, LLC are excited to work with Naples Reserve Community Development District (“NRCDD”) to develop and build GIS capabilities. Pursuant to our conversations, I am providing this professional services agreement. Services performed by consultant include gathering and manipulating spatial data, inputting data into a GIS geodatabase, and creating maps and graphs. This will include the beginning stages of building an online interface that allows users to visually see and locate community assets and access important documents.

Scope of Services:

- I. Services – FL GIS Solutions, LLC will provide “NRCDD” with the following data layers. The following deliverables include:

Phase One (Year 2023) – Base Map

1. Parcels / Ownership
 - Ownership category (legend provided)
 - Parcel Owner
 - Owner’s Address
 - Site Address
 - Approximate acreage
2. Lake / Flow ways
 - Current Number
 - Lake Area & Perimeter
 - Lake Acreage
 - Maintained By
 - Lake Aeration





3. Labels:
 - Tract Names
 - Address Numbers
4. Platted Easements
 - Type
 - Plat Recording
 - Width
5. Drainage (where construction plans are available):
 - Drainage Pipes & Structures
 - Structure Type
 - Pipe Width
6. Labels:
 - Street Name and Delineation
 - Community Names





- A. For project maintenance Naples Reserve Community Development District (“NRCDD”) will be billed at a rate of \$100.00 per hour. Updates include revising ownership information, adding/revising website hyperlinks and incorporating any master plan changes.
- B. The project may be customized with other items “NRCDD” may want to add that are not included in this agreement (i.e. fountains, utility data, and additional document hyperlinks). Such services will be billed at a rate of \$100.00 per hour.

II. Compensation– “NRCDD” will pay FL GIS Solutions, LLC the sum of \$13,000.00 for Phase One in the year 2023. Any additional requests beyond Phase 1.0 for year 2023 will be billed at a rate of \$100.00 per hour. FL GIS Solutions, LLC will provide three monthly invoices to Naples Reserve Community Development District (“NRCDD”) on the 1st and or 15th of every month for approximately \$4,000.00 each, with payment expected within 10 days.

Phase	Description	Amount
1.0	GIS Services – Phase One (Year 2023)	\$12,000.00
	Total	\$12,000.00

- III. Termination** - This agreement may be terminated by either party with 30 days written notice. FL GIS Solutions, LLC will not assume liability for obligations to other parties caused by termination of this agreement.
- IV. Data** - All data created for the project described in this agreement is the property of “NRCDD” and will be turned over to “NRCDD” at the completion or termination of this agreement.
- V. Other** - This agreement is only between FL GIS Solutions, LCC and Naples Reserve Community Development District (“NRCDD”). No obligations to third parties are created by this agreement unless mutually agreed upon and amended in writing by both parties.
- VI. Reimbursables** - Should “NRCDD” request paper prints and or paper plots, the standard rate will be \$4.50 per square foot.





GIS
SOLUTIONS, LLC

If you are in agreement with these conditions, please countersign below and send us a signed copy for our records.

Thank you.

FL GIS Solutions, LLC
12821 Fairway Cove Ct
Fort Myers, FL 33905

Naples Reserve CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Felipe Lemus
President

Date

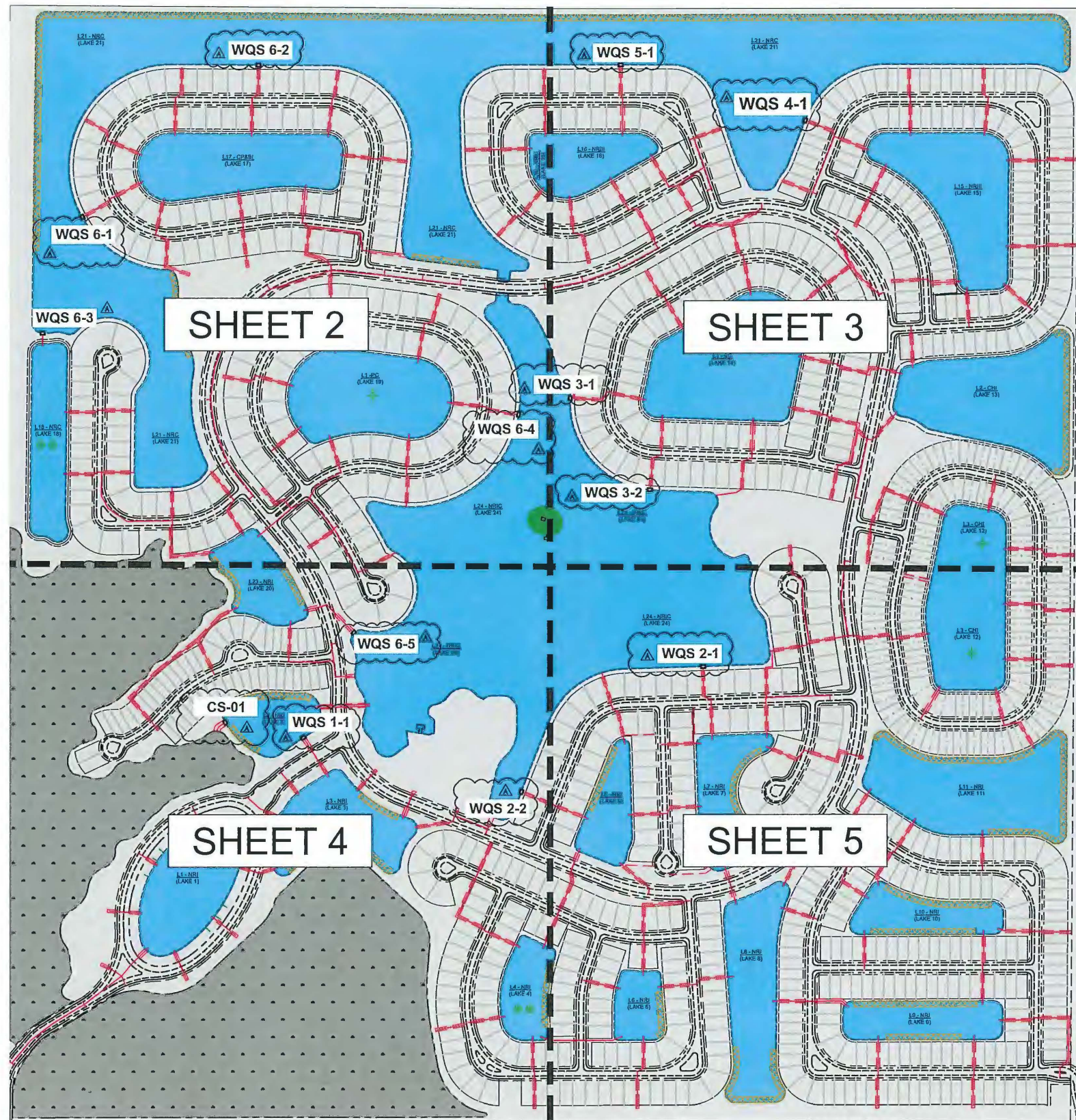
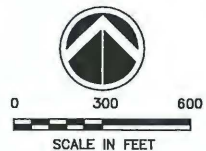
Shane Willis
District Manager

Date



NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
B



LAKE	AREA (Ac.)	LAKE LITTORAL AREA (Ac.)
1	5.5	
2	2.7	.46
3	4.6	.79
4	2.6	.23
5	2.6	.23
6	1.9	.16
7	4.1	.42
8	6.1	.53
9	3.5	.68
10	3.2	.74
11	9.1	1.28
12	7.5	
13	8.8	.54
14	9.2	
15	7.5	
16	3.5	
17	6.7	
18	4.0	
19	7.0	
20	3.2	.35
21	61.1	5.00
24	50.0	
TOTAL	214.4	11.41

- NOTES:**
- ALL LAKES, STORMWATER MANAGEMENT PIPING AND PRESERVE SHALL BE MAINTAINED BY THE NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.
 - THE DEVELOPMENT IS ZONED 'RPUD'.

LEGEND

L21 - NRC = LAKE # PER PLAT
(LAKE 21) = (ORIGINAL LAKE #)

- COMMUNITY DEVELOPMENT DISTRICT LANDS
- LAKE TRACTS CONVEYED TO CDD
- PRESERVE TRACTS MAINTAINED BY HOA
- DRAINAGE EASEMENTS AND PIPES MAINTAINED BY CDD
- LAKE LITTORAL AREA

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LETTER	REVISIONS	DATE
A	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

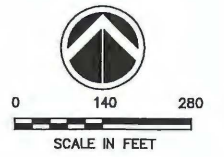
DESIGNED BY W.W.B.	DATE 2/21
DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=300'



950 Encore Way
 Naples, FL. 34110
 Phone: (239) 254-2000
 Florida Certificate of
 Authorization No.1772

**CDD DRAINAGE EASEMENTS
and LAKE CONVEYANCE MAPS**

<small>THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:</small> DATE _____	REFERENCE NO. SEE PLOTSTAMP PROJECT NO. 2013.030	DRAWING NO. 5008-1 SHEET NO. 1 OF 5
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LEGEND

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- LAKE LITTORAL AREA

PLAT	REFERENCE
C.H.I	CORAL HARBOR PHASE I
C.P.& B.I.	CRANE POINT & BIMINI ISLE
N.R.C.	NAPLES RESERVE CIRCLE
N.R.I.C.	NAPLES RESERVE ISLAND CLUB
N.R.I	NAPLES RESERVE PHASE I
N.R.II	NAPLES RESERVE PHASE II
N.R.III	NAPLES RESERVE PHASE III
P.C.	PARROT CAY
S.C.	SUTTON CAY

NOTES:

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MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 4

LETTER	REVISIONS	DATE
▲	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'

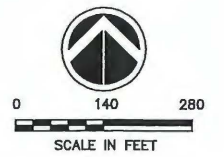


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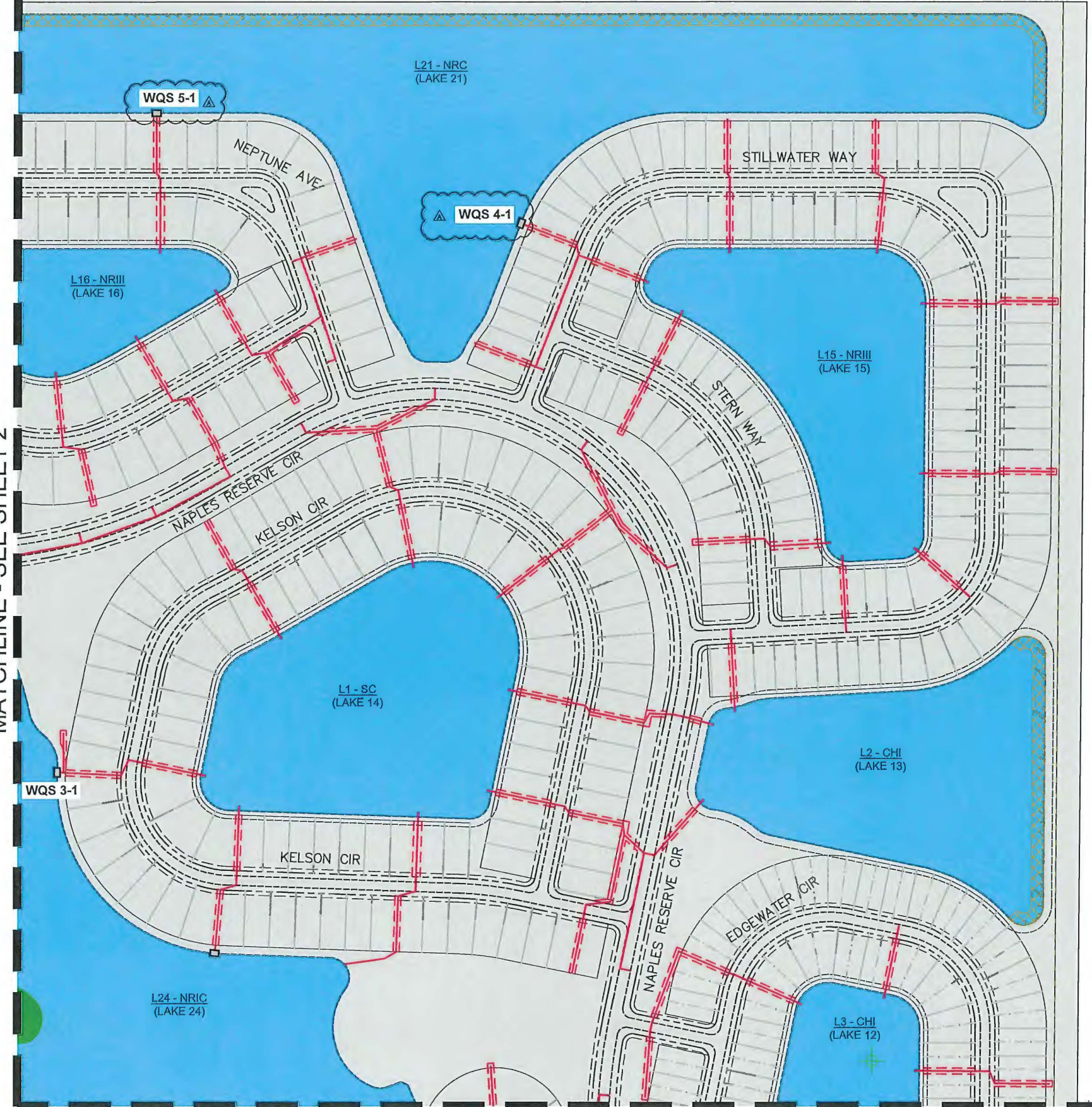
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DATE _____	SEE PLOTSTAMP	2005-02
	PROJECT NO.	SHEET NO.
	2013.030	2 OF 5

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MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

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14: 2/21/2013 10:30:00 AM C:\Users\w.w.b.\Desktop\2013\2013_030\2013_030_030.dwg - 10:15:00 AM 2/21/2013 - 10:15:00 AM Printed by: w.w.b.

LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

NAPLES RESERVE

DESIGNED BY	W.W.B.	DATE	2/21
DRAWN BY	W.W.B.	DATE	2/21
CHECKED BY	W.T.C.	DATE	2/21
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=140'

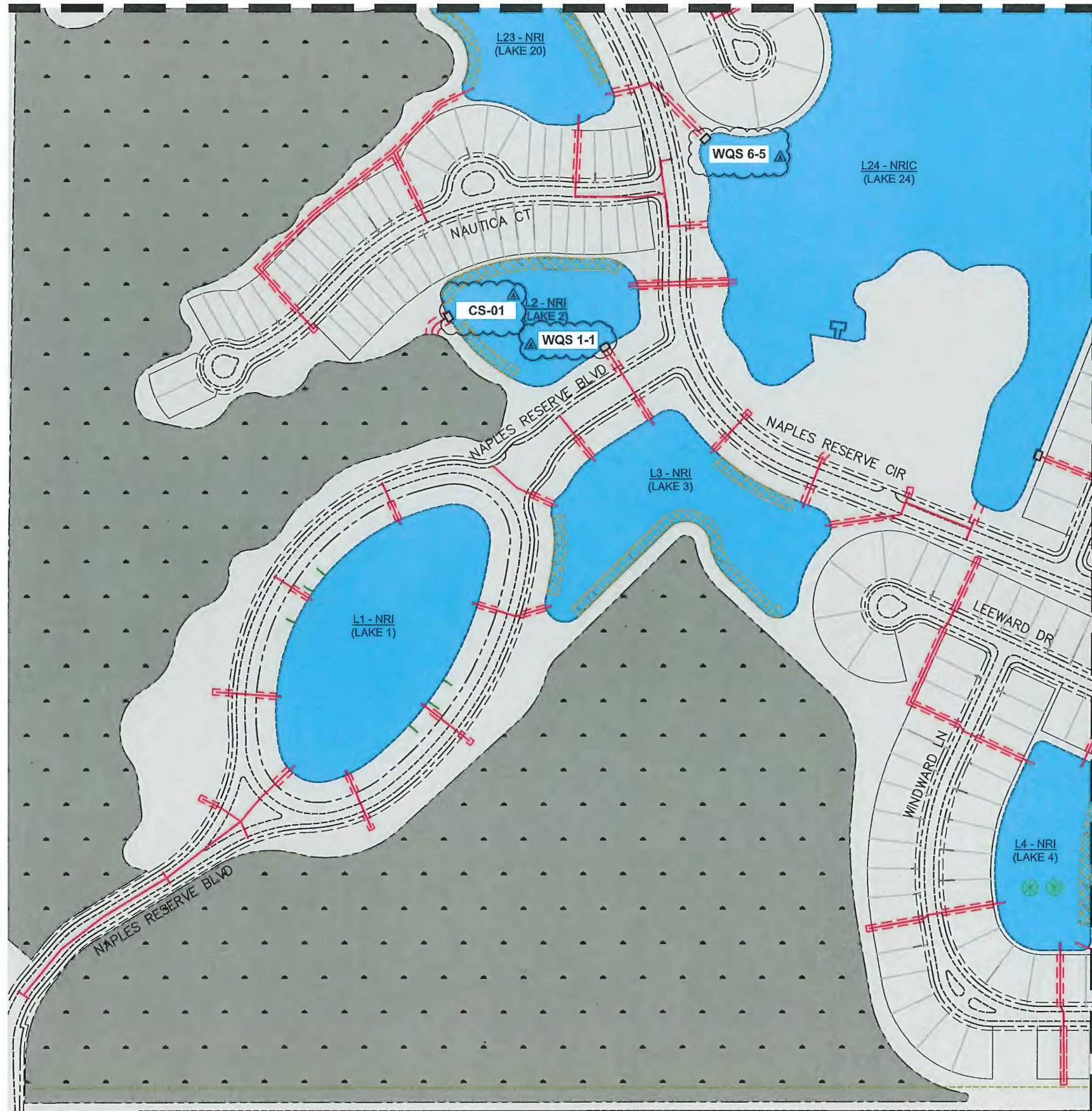
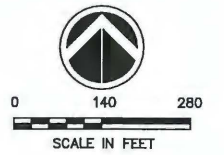


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and LAKE CONVEYANCE MAPS**

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DATE: _____	SEE PLOTSTAMP	5008-3
	PROJECT NO.	SHEET NO.
	2013.030	3 OF 5

MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 5

LEGEND

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LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

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VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=140'

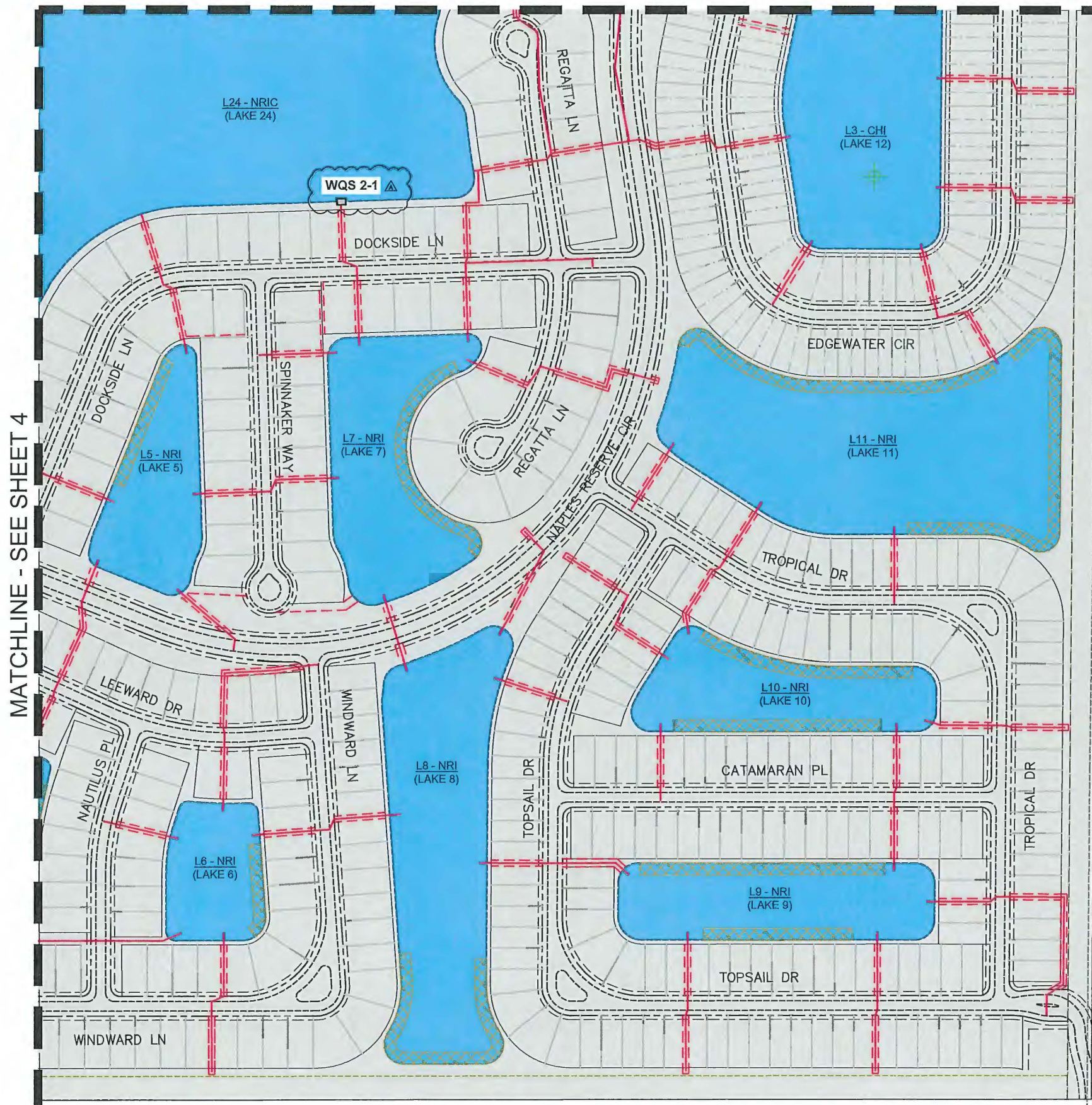
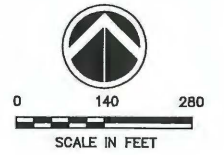


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DATE	PROJECT NO. 2013.030	SHEET NO. 4 OF 5

MATCHLINE - SEE SHEET 3



LEGEND

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MATCHLINE - SEE SHEET 4

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LETTER	REVISIONS	DATE
△	ADDED WCS's & WQS's	5/22

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DRAWN BY W.W.B.	DATE 2/21
CHECKED BY W.T.C.	DATE 2/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=140'



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**CDD DRAINAGE EASEMENTS
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DATE	PROJECT NO. 2013.030	SHEET NO. 5 OF 5

NAPLES RESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

NAPLES RESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Island Club at Naples Reserve, 14885 Naples Reserve Circle, Naples, Florida 34114

¹Outrigger, 14891 Naples Reserve Drive, Naples, Florida 34114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2022 CANCELED	Regular Meeting	10:30 AM
December 1, 2022	Regular Meeting	10:30 AM
February 2, 2023	Regular Meeting	3:00 PM
February 9, 2023	Continued Regular Meeting	10:30 AM
March 2, 2023	Regular Meeting	10:30 AM
April 18, 2023¹	Special Meeting	10:00 AM
May 4, 2023	Regular Meeting	10:30 AM
June 1, 2023	Regular Meeting	10:30 AM
August 3, 2023	Regular Meeting	10:30 AM
September 7, 2023	Regular Meeting	10:30 AM